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AGREEMENT

Agreement made this 12th day of April, 1978, by and between NATIONAL GYPSUM COMPANY, (hereinafter "NGC") and Tifa, Ltd., (hereinafter "Tifa")

W I T N E S S E T H:

WHEREAS NGC and Tifa have on August 24, 1977 entered into an Agreement of Sale and Purchase of premises in Passaic Township, New Jersey (hereinafter "Premises"); and

WHEREAS NGC and Tifa have agreed to resolve these issues as hereinafter set forth in order that title may close as of April 12, 1978;

NOW THEREFORE, for and in consideration of the foregoing premises which are declared to be a material part of this AGREEMENT, as well as in consideration of the promises, terms, and conditions hereinafter set forth, NGC and Tifa agree as follows:

1. NGC has heretofore been served with an administrative order of the New Jersey Department of Environmental Protection dated February 16, 1978, a copy of which is attached hereto and made a part thereof.
2. NGC has filed an administrative appeal from this order.
3. NGC, as an inducement to Tifa to accept title to the premises and to pay the purchase price, covenants and agrees as follows:

A. To indemnify and save harmless Tifa, Ltd. from and against any and all claims which may be made against it or the Premises relating to the presence on the subject Premises of the former asbestos cement waste site which is the subject matter of the aforementioned administrative order of February 16, 1978. This indemnification shall survive the closing of title and shall be effective as to any claims made through April 12, 1993. This indemnification shall not act as a

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waiver of NGC's right to ~~continue its appeal~~ of the order of February 16, 1978, but said indemnification extends to and includes (by way of example and not by way of limitation) the defense in the first instance of any and all claims made against Tifa pertaining to the subject matter of this indemnification and the performance of any acts and payments of such sums as may be required, from time to time, during this period of indemnification in order that Tifa shall bear no expense whatsoever in connection with the defense of such claim or claims or to correct or alleviate any condition pertaining to the said waste site or to pay any fines, penalties or interest in connection therewith, and so that its occupation and use of the Premises shall not be unreasonably interrupted or denied because of any uncorrected condition of such former asbestos cement waste site.

B. NGC's indemnification shall not apply if Tifa shall in any way use, occupy, construct upon or otherwise disturb the said waste site in any manner whatsoever which creates a condition giving rise to a claim or claims. The waste site to which this Agreement refers is that portion of Lots 3 & 4, Block 118 west of the fence as shown on Site Plan of Yannaccone Associates, Inc. approved by C.

C. NGC reserves and Tifa hereby grants to NGC the right to enter upon the Premises at any and all times during the indemnity period for the purposes of correcting, inspecting or modifying any condition on the former asbestos cement waste site which might give rise to a claim under the indemnity recited in Paragraph 3A hereof. Tifa acknowledges title in NGC to certain drain tiles and conduit materials presently located on the Premises which are intended to be installed by NGC in corrective measures affecting the former asbestos cement waste site. Tifa further acknowledges that title to the said materials shall not pass to Tifa at any time unless said materials are installed in and incorporated into the Premises. NGC agrees to provide Tifa with a copy of all plans for correcting or modifying any condition on the waste site during the indemnity period.

D. The indemnity herein provided in Paragraph 3A hereof to Tifa shall extend only to Tifa and shall not extend or be transferred to Tifa's successors, assigns or successors by operation of law.